

EXHIBIT 35

OMNIBUS ASSIGNMENT AND ASSUMPTION
(CABO SAN LUCAS)

LEHMAN BROTHERS HOLDINGS INC., a Delaware corporation (“Assignor”), having an address at 1271 Avenue of the Americas, 46th Floor, New York, New York, hereby confirms that it has sold, transferred, assigned, delivered, set-over and conveyed to **DANSKE BANK A/S, LONDON BRANCH** (“Assignee”), having an address at 75 King William Street, London EC4N 7DT, and Assignee hereby confirms that it has purchased from Assignor, all of Assignor’s rights, title and interest with respect to the loan identified on Exhibit A attached hereto and made a part hereof (the “**Loan**”) including, without limitation, all of Assignor’s rights arising under the documents and/or instruments set forth on Exhibit B attached hereto and made a part hereof (collectively, the “**Loan Documents**”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee, and Assignee hereby assumes from Assignor, all of Assignor’s obligations as Lender arising under the Loan Documents. Any capitalized terms not otherwise defined in this Assignment (as hereinafter defined) shall have the meanings ascribed to such terms in the Loan Documents.

This Omnibus Assignment and Assumption (“**Assignment**”) is being made by Assignor without recourse to Assignor, and without any representations, warranties or covenants, express or implied, by Assignor of any kind whatsoever. Accordingly, without limiting the foregoing, Assignor (i) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with any of the Loan Documents, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of any of the Loan Documents, or any other instrument or document furnished pursuant thereto; and (ii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower or any of its affiliates or the performance or observance by the Borrower of any of its obligations under the Loan Documents, or any other instrument or document furnished pursuant thereto.

Assignor hereby represents and warrants to Assignee that the signatory of this Assignment is duly authorized to execute and deliver this Assignment on behalf of Assignor.

Assignor hereby agrees to execute and deliver to Assignee such further and additional documents or instruments as may be reasonably necessary or appropriate to effectively transfer, convey and perfect to Assignee all of the rights and privileges contemplated hereby under and pursuant to the applicable laws of each jurisdiction having an interest in or authority over or with respect to any and all collateral for the Loan, including, without limitation, an allonge, assignment of mortgage, assignment of assignment of leases and rents, assignment of beneficiary rights under any trust or similar document, assignment of rights under any collateral agreement and UCC financing statement assignment (in each instance conformed to local law and the requirements of the local jurisdiction where the collateral or the debtor is located) as well as such other instructions, notifications, authorizations, allonges, assignments, instruments and other documents as Assignee may reasonably request in confirmation of, and/or in furtherance of, the absolute assignment to Assignee made hereunder.

ERROR! UNKNOWN DOCUMENT PROPERTY NAME.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the principles of conflicts of laws.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment as of the 31st day of January, 2009.

ASSIGNOR:

LEHMAN BROTHERS HOLDINGS INC., a Delaware corporation, as debtor and debtor in possession in its Chapter 11 case in the United States Bankruptcy Court for the Southern District of New York

By: 
Name: Gerald D. Pietroforte
Title: Authorized Signatory

ASSIGNEE:

DANSKE BANK A/S, LONDON BRANCH

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment as of the 13th day of January, 2009.

ASSIGNOR:

LEHMAN BROTHERS HOLDINGS INC., a Delaware corporation, as debtor and debtor in possession in its Chapter 11 case in the United States Bankruptcy Court for the Southern District of New York

By: _____
Name:
Title:

ASSIGNEE:

DANSKE BANK A/S, LONDON BRANCH


By: 
Name: PETER KUCHARS *JOHN BROWN*
Title: GENERAL MANAGER *LEGAL COUNSEL*

EXHIBIT A

DESCRIPTION OF THE LOAN

\$125,000,000 loan from Lehman Brothers Holdings Inc. to Diamante Cabo San Lucas S. De R.L. De CV, a Mexican limited liability company, secured by, *inter alia*, an Irrevocable Guarantee Trust Agreement pertaining to real property located in Cabo San Lucas, Baja California Sur, Mexico, made for the funding of acquisition and pre-development costs.

EXHIBIT B

LOAN DOCUMENTS

(All dated as of March 10, 2006 unless otherwise indicated)

1. Loan Agreement between Diamante Cabo San Lucas S. De R.L. De CV ("Borrower") and Lehman Brothers Holdings Inc. ("Lender")
2. Letter Agreement dated May 23, 2006 between Lender and Borrower modifying the Loan Agreement
3. Promissory Note in the principal amount of \$125,000,000 by Borrower in favor of Lender
4. Irrevocable Guarantee Trust Agreement by Borrower in favor of Lender
5. Deed No. 65,011 (evidencing the conveyance of the Property to the Trust)
6. Assignment of Leases and Rents by Borrower to Lender
7. Completion Guaranty by Kenneth A. Jowdy ("Jowdy") in favor of Lender
8. Recourse Guaranty by Jowdy in favor of Lender
9. Payment Guaranty by Diamante Cabo San Lucas LLC ("Diamante Member"), Jowdy and the Member Guarantors (hereinafter defined) in favor of Lender
10. Pledge Agreement (Assets) by Borrower in favor of Lender, governed by Mexican law
11. Pledge Agreement (Membership Interests in Borrower: US) by Diamante Member and Jowdy in favor of Lender, governed by U.S. law
12. UCC-1 Financing Statements (Delaware and Nevada) with respect to Item 11 above, together with filing acknowledgments and UCC-3 amendments
13. Pledge Agreement (Membership Interests in Borrower: Mexico) by Diamante Member and Jowdy in favor of Lender, governed by Mexico law
14. Pledge Agreement (Membership Interests in Diamante Member) by Diamante Properties LLC, Baja Ventures 2006, LLC, CSL Properties 2006, LLC and KAJ

Holdings, LLC (collectively, the "Member Guarantors") and Jowdy in favor of Lender, governed by U.S. law

15. UCC-1 Financing Statements (Delaware and Nevada) with respect to Item 14 above, together with filing acknowledgments and UCC-3 amendments
16. Environmental Indemnity Agreement by Borrower and Jowdy in favor of Lender
17. Omnibus Assignment by Borrower to Lender
18. All title insurance policies, UCC insurance policies, surveys, legal opinions, casualty and liability insurance policies, lien and judgment searches, and environmental and geotechnical reports actually delivered to Assignor pursuant to Article 7 of the Loan Agreement, to the extent assignable and subject to any restrictions on assignment imposed by third parties. Assignor has made no representation that any such items are in its possession but has agreed to make good faith efforts to locate such items as may exist and provide originals or copies (as available) to Assignee upon request. For the purposes of this provision, Assignor shall be deemed to have exercised good faith efforts to locate such items if it has requested its servicer and relevant closing counsel to search their respective files and to provide materials in their actual possession.

